

**Bid Name:** Proposal Request for Janitorial Services

of Municipal Buildings

**RFP Number: 2021-006** 

**Packet includes:** General Specifications

**Bid Proposal Sheet** 

**Building Specifications** 

**Schedule(s)** 

**Terms and Conditions** 

**Insurance Requirements** 

Bid Opening (Due) Date and Time: 2:00 p.m. Monday,

October 26, 2020

Advertisement Week 1: October 10<sup>th</sup>, 2020

Advertisement Week 2: October 17th, 2020

Closing (Due) Date: October 26<sup>th</sup>, 2020

by 2:00 p.m.

#### SPECIFICATIONS FOR JANITORIAL SERVICES

#### 1.0 Scope and Intent

The City of Weatherford will receive proposals for janitorial services to be performed as outlined in the attached specifications. The intent of this bid is to award to a qualified vendor a contract for quality cleaning services to be performed for the City as scheduled for a one (1) year period with options to renew four (4) more years. This will be an all or nothing award.

1.1 The City of Weatherford reserves the right to reject any or all proposals and to waive any informality in the proposals received.

#### 2.0 Requirements

Certified supporting documents regarding the qualifications of the Contractor is required to determine the experiences and credentials of the Contractor. The Contractor is required to furnish the following information:

- 2.1 Satisfactory evidence that the Contractor has been in existence more than three (3) years and possesses not less than three (3) years actual operating experience in the field of janitorial services.
- 2.2 Satisfactory evidence that the Contractor's experience in janitorial services derives from operations of comparable size to that contemplated by these specifications. Details shall include length of other contracts, name, and size of corporate or municipal customers, nature of services provided, and the name of the contact person at the customer's location in question.
- 2.3 A copy of the latest available financial statements of the contractor or its parent corporation if the individual subsidiary or division financial statements are not prepared and generally available.
- **2.4** Additional information to demonstrate that the Contractor is adequately prepared to fulfill the Agreement.
- 2.5 The City reserves the right to reject any or all bids or to waive technicalities in the best interests of the City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified or not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- **2.6** Complete and submit enclosed **Section 8.0 Authority**, with your proposal.

#### 3.0 Insurance

- 3.1 The Contractor shall meet the minimum insurance requirements as defined by Attachment I, titled **Standard Insurance Requirements**. The Contractor shall be responsible for any or all deductibles for said insurances.
- 3.2 Contractor shall provide a valid certificate of Worker's Compensation Insurance coverage which <u>must be provided as evidence with the quotation/proposal being submitted.</u>

#### 4.0 Indemnity

4.1 CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES DAMAGES, CAUSES OF ACTION, SUITS, TAXES, FINES, PENALTIES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR ANY INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH, OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY. IT IS THE **EXPRESSED INTENTION OF THE CITY AND CONTRACTOR THAT THIS** INDEMNITY IS AN AGREEMENT BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE.

#### 5.0 Payment

- 5.1 Payment of the Contractor will be after satisfactory receipt of the product/service, as determined by the City, and receipt of invoice or another billing instrument used by the Contractor. All charges are to be less sales tax as the City is tax exempt.
- 5.2 All prices shall include all charges including delivery fees (when applicable) to any location within the City's boundaries. Prices must be firm for the duration of the agreement. The City of Weatherford will not enter any contract

where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

**5.3** Invoices shall be sent directly to:

Kerri Sanderson PO BOX 255 Weatherford, TX 76086

Payment will be processed after notifications that all supplies/services have been received/performed satisfactorily and no unauthorized substitutions have been made. Invoices must be itemized and must reference department and the job site location to be processed. City will have (30) days to make payment after receiving an invoice.

#### 6.0 Termination of the Contract

- 6.1 Either party may terminate this agreement, with or without cause, by giving the other party thirty (30) days written notice. Upon delivery of such notice, the contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services satisfactorily performed under this Agreement to the date of termination. The City shall then pay the Contractor that portion of prescribed charges. Copies of all completed designs, plans, and specifications, if any, prepared under this Agreement shall be delivered to the City when this agreement is terminated.
- 6.2 The City operates on a fiscal year that ends on September 30. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this service are not approved in the next fiscal year.
- 6.3 Non-Performance: Continuing non-performance of the Contractor by failure to meet the terms of the specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, materials, equipment, or supplies that are unsatisfactory. The Contractor will be given a reasonable opportunity to correct the deficiencies before termination. However, this shall in no way be construed as negating the basis for termination for non-performance.

#### 7.0 Specifications

7.1 Duration of agreement: The successful bidder(s) will be awarded a one (1) year contract effective from the awarding of this contract.

#### **7.2** Selection Criteria:

The bid award shall be based on, but not limited to, the following factors: After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Preference will be given to bidders that have headquarters or branch offices with 20 miles of Parker County Courthouse. Until final award of the

Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or propose to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price.
- The reputation of the bidder and of the bidder's goods or services.
- The quality of the bidder's goods or services.
- The extent to which the goods or services meet the municipality's needs.
- The bidder's past relationship with the municipality.
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- The total long-term cost to the municipality to acquire the bidder's goods or services: and.
- Any relevant criteria specifically listed in the request for bids or proposals.
- 7.3 Standards of Performance: Janitorial services shall be performed in accordance with accepted standards for commercial janitorial services in an office environment with public access and all specifications and Quality Control Requirements included in this proposal. Contractor shall have a supervisor available for monthly walk-throughs of City facilities with City's authorized representative. Contractor shall immediately respond when notified by the City's authorized representative to re-clean unsatisfactory areas at no additional charge.
- 7.4 Any and all employees of the Contractor who are not satisfactory to the City will be immediately replaced by another or others who will be satisfactory. All employees of the Contractor shall be bonded by a surety company satisfactory to the City. Contractor must be able to comply with applicable State and Federal employments laws, including but not limited to ability to legally work in the United States. All persons employed by the contractor to perform the services required of the contractor shall be screened as to their background and previous work records so that only persons of integrity shall be employed by the contractor. Only authorized employees and agents of the contractor will be permitted on the City's property. Standard Uniforms are preferred; however, ID badge or clothing decal is required. Neither employment of minors nor the presence of minors will be allowed during the performance of the janitorial services.
- 7.5 Successful bidder shall pay or cause to be paid, without cost or expense to the City of Weatherford, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
- 7.6 The Contractor shall not subcontract any portion of the work without the written consent of the City. In the event, that the Contractor subcontracts or assigns any portion or part of this contract with the written consent of the City, the Contractor shall remain liable for the compliance with all the terms of the contract.
- 7.7 Contractor shall not bring any personnel on site to provide services that are not its employees or are not being used at the time to provide such services.

7.8 Schedule of services: All City facilities will be cleaned as indicated and when indicated as per attached Schedule A. The Contractor will notify the City of any deviations via email to the Facilities Maintenance Manager. Contractor employees shall be available to replace sick, vacationing, or absent employees. They shall meet all the requirements of regularly scheduled employees.

#### 8.0 Authority

I understand that the City of Weatherford reserves the right to reject any and all bids and to waive any informalities in the proposals received.

I agree to provide the described service(s) and meet the stated minimum requirements as set forth in these specifications and documents for the total unit price as shown on the attached PRICE PROPOSAL SHEET:

Submitted by:				
Company Name:				
Authorized Representative(s) Typed or Printed:				
Signature for above:				
Title:				
Company Address:				
City, State and Zip:				
Office days and hours available:				
Telephone:	Fax:			
E-mail:				

#### **SPECIFICATIONS**

In addition to the above listed general terms and conditions, the following items shall be incorporated as part of the specifications.

**<u>DEFAULT:</u>** In case of default of the successful bidder, the City of Weatherford may procure the services from other sources and hold the bidder responsible for any excess cost occasioned thereby.

<u>AWARD:</u> The request for bid is for six locations and will be awarded to a single bidder. Only a stated monthly charge/annual charge will be considered in determining award. Alternate pricing proposals may require a bid to be rejected.

<u>CLEANING SUPPLIES</u>: All cleaning supplies such as scouring powder, window cleaner, various cleaning solutions as well as trash bag liners, etc. will be the responsibility of the city.

<u>OTHER SUPPLIES:</u> The city to furnish and have stored on site all toilet tissues, paper towels, liquid soaps, and sanitary supplies for any and all machines in restrooms.

<u>SECURITY ALARM SYSTEMS:</u> Most facilities have activated security systems. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.

Any noted building maintenance <u>emergencies</u> during cleaning activities should be immediately reported to Police Dispatch.

<u>HOLIDAYS</u>: Holidays for City employees. The facilities are closed and will not require cleaning on any of the holidays listed below.

#### **Holidays**

New Year's Day January 1st

Martin Luther King Jr. Day 3<sup>rd</sup> Monday in January Memorial Day Last Monday in May

Independence Day July 4<sup>th</sup>

Labor Day 1st Monday in September

Veterans Day November 11<sup>th</sup>

Thanksgiving 4<sup>th</sup> Thursday and Friday in November

Christmas Eve December 24<sup>th</sup>
Christmas Day December 25<sup>th</sup>

#### **PROPOSAL SHEET**

#### **Submittal Requirements:**

Two Copies must be submitted prior to time of bid opening.

In making the attached offer, the undersigned, as an independent Contractor, agrees to provide cleaning and related services according to the following attached specifications.

Building	Sq Ft. Approx.	Frequency of Cleaning	Unit Price Per Sq. Ft.	Total Price Per Month
A. City Hall	16,000	Nightly (M-F)		
B. Old City Hall	12,000	Nightly (M-F)		
C. Library	23,000	Nightly (M-S)		
D. Animal Shelter	9,000	Nightly (M-S)		
E. TPW	8,600	Nightly (M-S)		
F. Chandor Gardens	8,500	Twice weekly		
*Event/Emergency call out hourly rate.				
		Tota	al Per Month	
				X 12
	Total Annual			

SIGNATURE:		
<b>COMPANY NAME:</b>		

#### **VENDOR REFERENCES**

REFERENCES: Bidder must provide <u>three</u> refere	ences of this type of service in the metroplex area.
1. Company Name	
Individual to Contact	
Telephone Number	
2. Company Name	
Telephone Number	
3. Company Name	
Individual to Contact	
Telephone Number	
FOR IN THE LAST FIVE (5) YEARS.	ICES THAT YOU HAVE PROVIDED SERVICE
GOVERNMENT NAME	GOVERNMENT NAME
Length of time in the cleaning business under the	ne business name in which
you are bidding.	colo propriotorohip amall
Is your business a corporation, partnership, business, or a disadvantaged/minority vendor?	sole proprietorship, small

Additional references may be listed on a separate sheet.

#### **PERSONNEL**

<u>EMPLOYEES</u>: All employees of contractor working in City of Weatherford facilities must wear a photo I.D. card or clothing decal at all times while performing duties on City property showing.

<u>SUPERVISOR:</u> The contractor shall assign not less than one (1) qualified supervisor to physically supervise the contractor's employees and to ensure adherence to the cleaning schedule. Supervisor must provide a complete cleaning schedule including the minimum of times and locations to be cleaned and number of employees. Any changes or updates to the schedule must be approved in writing by the Facilities Maintenance Manager or his/she designate prior to implementation.

The supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building while they are performing their duties. The supervisor will make certain that all doors are securely locked prior to leaving each night.

Most City facilities have security systems activated. The successful bidder will be responsible for deactivating them upon arrival at each facility, and ensuring it is reset prior to leaving the premises.

The supervisor shall be responsible for the conduct and performance of the contractor's employees and compliance with the following rules:

- Contractors' employees appearing to be under the influence of alcohol or drugs, shall not be permitted in the building.
- No loud or boisterous conduct will be permitted.
- Contractors' employees will NOT open desk drawers or cabinets at any time.
- Contractors' employees are not to use or tamper with any office machines, equipment, or City Employees' personal property at any time.
- Contractors' employees are not to use City telephones at any time.
- Contractors' employees are not allowed to smoke in City buildings.

<u>JANITORS:</u> The contractor shall employ enough experienced janitors to adequately perform all the specified duties and services. They shall become familiar with the schedule of cleaning within their assigned areas.

Any noted building maintenance <u>emergencies</u> during cleaning activities should be immediately reported to Facilities Maintenance:

Facilities Maintenance: (817) 598-4212

(817) 825-8769 cell

#### CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES:

- <u>Equipment</u>: Space will be provided for all equipment supplied by the contractor. The equipment must be maintained in good operating condition, clean and in sufficient quantities to adequately always perform all services and available to the contractor's employees. All equipment must by OSHA certified and/or meet all OSHA requirements.
- Supplies: Any supplies furnished by the contractor shall be stored in the janitor closets located at each facility and must be labeled in accordance with OSHA regulations. Contractor's

employees must always have adequate supplies. Both equipment and supplies are subject to inspection by city personnel at any time during the length of the contract.

<u>SPECIAL OR EMERGENCY CLEANING:</u> When directed by the Facilities Maintenance Manager by written or verbal order, to clean any area required for a special occasion or made necessary by an emergency or mishap, the contractor shall furnish all labor and supervision is required, to fulfill the order.

#### PRODUCT AND EQUIPMENT ACCEPTABILITY

#### **SUPPLIES AND MATERIALS**

The City shall furnish all supplies and materials necessary for the performance of work in this contract including toilet tissue, multi-fold paper towels, liquid soap, and trash liners. The Contractor shall use no products, supplies or equipment that will result in damage or injury to the surface to which they are applied. The Contractor shall be liable for restoring, repairing, or replacing any equipment or surfaces so damaged.

The City shall be responsible for furnishing plastic trash bags used in collecting trash and plastic bag liners for trash cans. The Contractor shall be responsible for replenishing supplies in all dispensers. (The City will provide designated storage space to stock (on a rolling basis) toilet tissue, hand towels, liquid soap, etc.)

#### **EQUIPMENT**

All necessary cleaning equipment, including commercial type power driven floor scrubber, carpet extraction machines, waxing and high speed polishing machines, vacuum cleaners and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor.

#### MANDATORY EQUIPMENT NEEDS

The following major equipment is needed at all buildings and must remain in the buildings. The City of Weatherford personnel for emergency situations may use this equipment clean up during the day.

- 1. Commercial upright vacuum cleaner and backpack unit
- 2. Mop and Mop Bucket
- 3. Push Broom and Dustpan
- 4. Commercial wet/dry vacuum
- 5. Dusting equipment sufficient to reach all areas of the buildings

#### **QUALITY CONTROL REQUIREMENTS**

Services performed under this contract shall be subject to regular inspections by the City of Weatherford representatives. This section outlines acceptable standards.

#### FLOOR CLEANING

Baseboards, walls, doors, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so to provide safe anti-slip walking conditions.

<u>Sweeping</u>: Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. During sweeping operations, gum, tar, and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process. This operation shall be performed with a cotton mop that has been dampened with a neutral detergent solution.

<u>Damp or Wet Mopping</u>: Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mopping should be completed so to leave no water or soap spotting or residue. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored with solutions left in them. Floors improperly cleaned shall be cause for fines as indicted under <u>PENALTY FOR NON-COMPLIANCE</u> or prompt repair of the situation at the discretion of the Facilities Maintenance Manager.

Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Mop buckets are to be emptied and rinsed after each use. At no time is dirty mop water to be kept in a bucket or any other container overnight.

Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness.

<u>Spot Mopping:</u> This operation shall include the removal of stains by spillage on small areas of floor surface, and when doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

Sweeping: Sweep all floor surfaces thoroughly. Removal all gum and adhesive material.

<u>Vacuuming of Carpet</u>: Surface litters such as paper, gum, rubber bands, staples, paper clips, etc. shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil, and embedded grit.

<u>Cleaning Office Furniture</u>: Soil and dust shall be removed from office furniture. Metal desks, file cabinets, chairs, tabletops, etc., shall be dusted with clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. Vinyl covered furniture shall be cleaned with a sponge or wiping cloth dampened in a neutral detergent solution. For hard to remove spots an approved cleaner shall be used. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

Regular Dusting: All dust, lint, litter, and dry soil shall be removed from horizontal surfaces and walls including office furniture, windowsills, shelves, etc., but items on desktops shall not be disturbed. Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

<u>Spot Cleaning</u>: Smudges, fingerprints, marks, and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth, and spray bottle of neutral detergent. Germicidal cleaner solution shall be used in restrooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a uniform appearance free of spots, streaks, and removable soil.

<u>Washing of Interior Glass</u>: Smudges, oily film, dust, and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's representative is followed.

<u>Trash Removal</u>: All wastebaskets shall be emptied and returned to their initial location. Boxes, cans, papers, and other trash placed near a trash receptacle and marked "TRASH" shall be removed and emptied directly into a designated trash dumpster, receptacle, or area. Soiled or torn plastic wastebasket liners shall be replaced. Sand in cigarette butt urns shall be strained to remove all debris. Both the exterior and interior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth as needed.

<u>Entrance Mats</u>: Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed, or washed. Entrance mats shall be lifted, and soil and moisture underneath shall be removed.

<u>Elevators</u>: Smudges, fingerprints, gum, marks, and graffiti shall be removed from interior, exterior surfaces, and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

<u>Cleaning of Drinking Fountains</u>: Soil, streaks, smudges, etc., shall be removed by use of spray bottle, germicidal detergent solution, and sponge, cloth. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

<u>Polishing Metals</u>: Solid push plates, kick plates, nameplates, and other metal fixtures shall be polished to present a bright, neat, clean shining appearance. Polishing shall be performed so as not to damage or scratch the finish.

#### Restrooms

- (1) Germicidal: Using an approved germicidal, detergent solution, completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.
- (2) General: Schedule of clean restrooms shall include sweeping, mopping, and scrubbing as necessary of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of

fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals detailed in the following section. Sanitary receptacles in women's restrooms shall be cleaned and washed daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced, as necessary. Receptacles shall be emptied, liners folded, collected in separate containers, and disposed of with trash. Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to police and maintain an adequate supply of white toilet tissue, paper towels, hand soap, etc.

(3) Fixtures: Commodes shall be cleaned daily to remove all rust and stains, inside and outside.

Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale.

Commodes shall be cleaned inside and out with one-gallon bucket containing germicidal solution.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

All stainless-steel fixtures shall be cleaned daily with a commercial stainless-steel cleaner to maintain the appearance of said fixture.

(4) Restroom, shower stall, and wall cleaning: Floors shall be cleaned with mildew cleaner and sanitized with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor.

Shower stalls shall be cleaned with mildew cleaner to remove stains, rust, mildew, etc., and sanitized with a germicidal detergent solution.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint or vinyl covering.

(5) Any modifications to the cleaning practices can be amended or requested viz written request from the city.

### ALL CITY FACILITIES GENERAL SPECIFICATIONS

#### SERVICES PERFORMED NIGHTLY (OR DAILY)

- 1. For safety and security, at no time should exterior doors be propped opened or unlocked except the area currently being cleaned by personnel.
- Empty, clean, and damp dust all waste receptacles and remove all waste and rubbish from the premises nightly, wash receptacles, as necessary. Remove trash liners as needed to prevent odors, spills, or any offensive appearance.
- 3. Empty all external ashtrays; screen sand all urns nightly and supply or replace sand as necessary and applicable. Sand to be used in urns to be supplied by contractor.
- 4. Vacuum all rugs and carpeted areas in office, lobbies, and corridors.
- 5. Dust and wipe clean with damp or treated cloth in common areas all office furniture, file cabinets, fixtures, windowsills, and other horizontal surfaces.
- 6. Remove all finger marks and smudges from all vertical surfaces, including doors, windows, and frames, around light switches, entrance glass, and partitions.
- 7. Clean and polish all drinking fountains.
- 8. Sweep all uncarpeted floors and stairways, employing dust control techniques.
- 9. Damp mop spillage in office, corridors, public areas, and break rooms.
- 10. Do not remove items on desks while cleaning. Do not unplug computers, typewriters, copy machines, or other electrical equipment.
- 11. Discard only the contents in the waste containers. No other items are to be thrown away without express instructions of the building occupants.
- 12. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.
- 13. At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
- 14. Lights are to be turned off upon completion of cleaning unless the workspace is occupied or designated to be left on.
- 15. Clean all glass, including both sides of glass doors and inside of interior glass windows.
- 16. All stainless-steel fixtures shall be cleaned daily with a commercial stainless-steel cleaner to maintain the appearance of said fixture.
- 17. Clean all break room tables and chairs and wash tabletops and counters (in all rooms). Must clean under all kitchen appliances and countertop items.
- 18. Clean all sinks. (Do Not Wash Dishes Left in Sink!)
- 19. Restock all paper towel and soap dispensers with approved products.

- 20. Sweep exterior entrances to building and vacuum or shake adjacent mats.
- 21. Notify Facilities Maintenance Manager of any broken or in need of repair items found during daily operations.

\*Window cleanings are to be all glass entry doors and lobby/foyer glass including any and all display cabinets. Exterior/interior wall windows are not to be cleaned.

#### **SERVICES PERFORMED WEEKLY**

- 1. Clean all baseboards to remove and prevent cobwebs
- 2. Clean and polish interior of elevator.
- 3. Clean all stains on carpets in a timely fashion as needed unless specified.
- 4. Dust tops of picture frames, wall hangings, and other wall accessories in common areas.

#### SERVICES PERFORMED MONTHLY

- 1. Clean vents and light fixtures to remove dust and prevent cobwebs.
- 2. High dust walls as well as corners to eliminate cobwebs.

#### SERVICES PERFORMED QUARTERLY

All carpet cleanings and stripping and waxing of flooring will be scheduled by Facilities Maintenance Manager.

#### **RESTROOMS AT ALL FACILITIES UNLESS SPECIFIED OTHERWISE**

#### **NIGHTLY/DAILY**

- 1. Sweep and mop all hard surface floors with an approved odor control disinfectant, grouted tile floors shall be cleaned to prevent accumulations of dirt and mildew.
- 2. Clean all mirrors, chrome, and stainless steel. Polish to a shine.
- Wash and disinfect with approved odor control disinfectant, all wash basins, urinals, and toilet bowls to remove stains. Clean the underside of the rims on urinals and bowls including flush holes.
- Wash both sides of toilet seats with antibacterial approved disinfectant and wipe dry.
- 5. Damp wipe with disinfectant, all partitions, tile walls, and outside surfaces of all dispensers, including soap dishes and receptacles, to remove stains, streaks, watermarks, and soil. Polish to a shine.
- 6. Empty and sanitize all receptacles and sanitary napkin disposal, thoroughly clean and wash with disinfectant at least once per week, replace liners.
- Restock all toilet tissue, paper towel and soap dispensers with approved products.
- 8. All urinals must have urinal screens to be supplied by the contractor.

#### **WEEKLY**

- 1. Clean piping, toilet seat hinges and other metal.
- Clean floor drain covers.
- 3. Thoroughly clean shower stalls with approved abrasive cleaner.

#### MONTHLY

- Vacuum all ventilating grills, vents, and light fixtures to remove dust and prevent cobwebs.
- Clean tile floor grout lines.
- 3. Flush all floor drains with approved odor control disinfectant solution.

#### SCHEDULE A - 1 HOURS OF CLEANING

<u>FACILITY</u> <u>CLEANING SHALL BE PERFORMED DURING THESE HOURS</u>

City Hall Monday through Friday

303 Palo Pinto After 5:00 p.m.

Before 3:00 a.m.

(except Tuesdays designated for City Council Meetings schedule will be provided. On said Tuesday's cleaning must occur after 5:00 pm, starting the opposite side of building from Council Chambers so as not to disturb City Council meeting.)

Old City Hall Monday through Friday

119 Palo Pinto After 5:00 p.m.

Before 3:00 a.m.

**Library** Monday through Friday

1014 Charles St. After 8:30 p.m.

Before 3:00 a.m.

Animal Shelter Monday through Friday

409 Hickory Ln. After 5:00 p.m.

Before 3:00 a.m.

**TPW** Monday through Friday

802 East Oak St. After 5:00p.m

Before 3:00 a.m.

Chandor Gardens Twice Weekly

711 Lee Street After 5:00 p.m.

Before 3:00 a.m. \*Special events

#### CITY HALL 303 PALO PINTO

#### Approximately 16,000 square feet

#### **NIGHTLY:**

- 1. Refer to General Specifications for All Buildings.
- 2. All cleaning in this facility should be beginning after 5:00 p.m. Monday through Friday EXCEPT Tuesdays designated for City Council Meetings (schedule will be provided). Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings.
- 3. Clean all exterior and interior glass doors.
- 4. All offices are to be locked, except where indicated by Facilities Maintenance Manager or his/she designate during initial site inspection upon award of contract, when cleaning is complete.
- 5. Empty the trash cans at entry way

#### WEEKLY, MONTHLY, & QUARTERLY:

#### Old City Hall 119 PALO PINTO

#### Approximately 12,000 square feet

#### **NIGHTLY:**

- 1. Refer to General Specifications for All Buildings.
- 2. All cleaning in this facility should be performed after 5:00 p.m. Monday through Saturday. The successful bidder can schedule weekend cleaning.
- 3. Clean exterior and interior glass doors daily.
- 4. Empty the trash cans at entry way.

#### WEEKLY, MONTHLY, & QUARTERLY:

#### Animal Shelter 409 Hickory Lane

#### Approximately 9,000 square feet

#### **NIGHTLY:**

- 1. Refer to General Specifications for All Buildings.
- 2. All cleaning in this facility should be performed after 5:00 p.m. Monday through Saturday. The successful bidder can schedule weekend cleaning.
- 3. Clean exterior and interior glass doors daily.
- 4. Empty the trash cans at entry way.

#### WEEKLY, MONTHLY, & QUARTERLY:

#### PUBLIC LIBRARY 1014 CHARLES ST

#### Approximately 23,000 square feet

#### NIGHTLY:

- 1. Refer to General Specifications for All Buildings.
- 2. All cleaning in this facility should be performed after 8:30 p.m. Monday through Saturday. The successful bidder can schedule weekend cleaning.
- 3. Clean exterior and interior glass doors daily.
- 4. Empty the trash cans at entry way.

#### WEEKLY, MONTHLY, & QUARTERLY:

#### TPW 802 East Oak

#### Approximately 8,600 square feet

#### NIGHTLY:

- 1. Refer to General Specifications for All Buildings.
- 2. All cleaning in this facility should be performed after 5:00 p.m. Monday through Saturday. The successful bidder can schedule weekend cleaning.
- 3. Clean exterior and interior glass doors daily.
- 4. Empty the trash cans at entry way.

#### WEEKLY, MONTHLY, & QUARTERLY:

## CHANDOR GARDENS 711 WEST LEE ST

#### Approximately 8,500 square feet

- 1. Refer to General Specifications for All Buildings.
- 2. All cleaning in this facility should be performed after 5:00 p.m. Monday through Saturday. The successful bidder can schedule weekend cleaning.
- 3. Clean exterior and interior glass doors daily.
- 4. Empty the trash cans at entry way.

#### WEEKLY, MONTHLY, & QUARTERLY:

1. Refer to General Specifications for All Buildings.

#### Special Event

1. Provide hourly rate for special events service request.

# CITY OF WEATHERFORD STANDARD TERMS AND CONDITIONS FOR REQUESTS FOR PROPOSAL

- 1. **Default –** In case of default after bid acceptance, the City of Weatherford, Texas ("City") may exercise any and all rights it may have in compliance with the law.
- 2. **Prices Held Firm –** The City reserves the right to require that submitted bids remain in force for a forty-five (45) day period after opening or until award is made, whichever occurs first.
- 3. **Resource Contact** All information and/or questions pertaining to this bid shall be directed to the Facilities Maintenance Manager at 817-598-4212. It is the responsibility of the bidder to seek clarification of any uncertain terms.
- 4. **Negotiation –** Any attempt to negotiate or give information on the contents of this bid with the City or its representatives prior to award shall be grounds for disqualification.
- 5. **Tax Exempt –** The City of Weatherford is exempt from all sales and excise taxes. A tax exemption certificate is available upon request.
- 6. **Forms Provided –** All bids must be submitted on the forms provided to ensure uniformity and comparability of responses. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.
- 7. **Price Fixing** In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in, nor been party to, any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing on the enclosed.
- 8. **Gratuities –** The City may, by written notice to the successful bidder, cancel this contract without liability to the successful bidder if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.
- 9. **Force Majeure –** Neither party shall be required to perform any term, condition, or covenant in this contract so long as such performances are delayed or prevented by Force Majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party required to perform and which, by the exercise of due diligence, said party is unable, wholly or in part, to prevent or overcome.
- 10. **Applicable Law** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- 11. **Taxes, Unemployment Benefits, etc. –** The successful bidder hereby accepts exclusive liability for, and agrees to indemnify the City against liability for the payment of, any and all contributions or taxes for employment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the government of the United States and/or by the government of any state of the United States, which are, in whole or in part, measured by and/or based upon the

wages, salaries, or other remuneration paid to persons employed by the successful bidder on work in connection with this order.

- 12. **Anti-Discrimination –** The successful bidder, in performing the work required hereunder, shall comply with the provisions of Executive Order Number 11246, and shall not discriminate against any employees or applicant for employment because of religion, race, color, sex, age or national origin.
- 13. **Invoicing and payments -** Invoicing is to be provided to the City of Weatherford Finance Department, P.O. Box 255, Weatherford, TX 76086. Payments are processed weekly. The payment terms are net 30 days, unless otherwise stated on the first page of this request. Net 30 days means payment must be postmarked by the City no later than 30 days after receipt of correct invoicing or receipt of ordered items, whichever occurs later.
- 14. **Fair Labor Standards Act -** The successful bidder warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 15. **Opening Place, Time, and Date –** The City will conduct a public bid opening at the location, time and date as specified on the first page of the request. Bidders are encouraged to attend. A tabulation of the bid responses received at the time and date of the opening will be made available to all bidders at a later date.
- 16. **Modifications and Amendments –** Purchaser shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the purchaser unless in writing and signed by the purchaser or the purchaser's authorized agent.
- 17. **Patent Indemnity** The successful bidder hereby warrants that the use or sale of the products and materials hereunder will not infringe claims of any patent covering such materials, and the successful bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments and damages which the City may have to pay or incur.
- 18. **Withdrawal –** The City reserves the right to withdraw the request for bid for any reason prior to the opening time and date without bidders' claims.
- 19. **Facsimile** The City will not accept a bid response or alterations to a bid response via facsimile machine. The facsimile machine is available for informational inquiries only. The existing facsimile machine does not have the capability of "Fax Mail". No bid responses received via the facsimile machine will be considered.
- 20. **Bid Alteration –** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration or erasure made before opening time and date must be initialed by the signer of the bid guaranteeing authenticity.
- 21. **Change orders –** No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Manager or his or her designee.
- 22. **Reject Bids –** Bidders are required to return all pages of the enclosed forms. If all forms are not returned, signed, and initialed, the bid will be rejected. It is recommended that bidders retain a copy of the bid response for reference purposes.

- 23. **Return Forms** Bidders are required to return all pages of the enclosed forms. If all forms are not returned, signed, and initialed, the bid will be rejected. It is recommended that bidders retain a copy of the bid response for reference purposes.
- 24. **Venue –** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Parker County, Texas.
- 25. Hold Harmless The successful bidder shall defend, indemnify and save harmless the City of Weatherford and its officers, agents, and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any persons or property on account of any negligent act or fault of the successful bidder, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless the City Weatherford from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves, or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against the City of Weatherford growing out of such injury or damages.

## INSURANCE REQUIREMENTS For THE CITY OF WEATHERFORD

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under this Contract in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the contract, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the Owner. Certificates of each policy shall be delivered to the Owner before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Owner, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, Contractor must deliver to the Owner a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts:

- (a) Workers' compensation in at least the minimum statutory amounts on all employees as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Owner.
- (b) Commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Owner's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits of \$1,000,000.00 as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with Owner.

(c) Comprehensive automobile liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence for bodily injury and for property damage. Such insurance shall include coverage for loading and unloading hazards.

**Additional Coverage:** Any insurance coverages which are required by statute, which are not expressly stated herein, shall be maintained in accordance with statutory requirements.

#### **Policy Endorsements and Special Conditions:**

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
  - (1) name the Owner as an additional insured as to all applicable coverage.
  - (2) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be

- given to Owner by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to Owner is required.
- (3) the term "Owner" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Owner;
- (4) the policy phrase "other insurance" shall not apply to the Owner where the Owner is an additional insured on the policy.
- (5) all provisions of the contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (b) Insurance furnished by the Contractor shall be in accordance with the following requirements:
  - (1) Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The Owner's decision thereon shall be final.
  - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas and shall be represented by an agent or agents having an office located in Tarrant County, Texas or a county with a contiguous border to Tarrant County, Texas; and
  - (3) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) Contractor agrees to the following:
  - (1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
  - (2) Companies issuing the insurance policies and Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.
  - (3) Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability; and
  - (4) No special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

- (5) Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
- (6) The Contractor shall furnish the Owner with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by these contract documents. Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this contract, certificates evidencing such coverage are received by the City and such insurance has been approved by the City. Contractor shall be responsible for delivering to the City, Contractor's certificates evidencing such coverage are received by the City and such insurance has been approved by the City. Contractor shall be responsible for delivering to the City, Contractor's certificate of insurance for approval.